

STATE OF NEVADA STATEWIDE CONTRACT AMENDMENT

Nevada Contract Number:	99SWC-NV23-13299		
Master Agreement Number:	AR2472		
Solicitation Number:	CH16012 (State of Utah)		
Title:	Cloud Solutions (NASPO ValuePoint – Utah)		
Amendment Number	1		

Government Entity:	State of Nevada, Department of Administration, Purchasing Division		
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Contractor:	Carahsoft Technology Corporation		
Address:	1860 Michael Faraday Drive, Suite 100		
City, State, Zip Code:	Reston, VA 20190		
Contact:	Bethany Blackwell		
Phone:	703-230-7435	Email:	NASPO@carahsoft.com

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract listed above remain in full force and effect with the exception of the following.
2. **REASON.** This purpose of this amendment is to add additional terms and conditions related to the purchase of SAP Cloud Services separate from existing terms and conditions related to the purchase of SAP Professional Services. Terms and conditions applicable to orders that do not include SAP are unaffected by this change.
3. **CHANGES.** The following documents are added to the incorporated attachments in descending order of constructive precedence after the existing incorporated attachments.
 - 3.1. In *Statewide Contract Section 3, Attachments, Subsection 3.1*, ATTACHMENT B, TERMS AND CONDITIONS APPLICABLE TO SAP ORDERS is replaced with ATTACHMENT B, TERMS AND CONDITIONS APPLICABLE TO SAP ORDERS REVISED 2023-03-21. As amended here, the following documents are incorporated in descending order of constructive precedence.
 - A. STATEWIDE CONTRACT TERMS
 - B. TERMS AND CONDITIONS APPLICABLE TO SAP ORDERS REVISED 2023-03-21
 - C. CONTRACT FOR SERVICES
 - 3.2. In *Statewide Contract Section 3, Attachments, Subsection 3.2*, as amended here, the following documents are incorporated by reference but not attached.
 - A. SAP ORDERS FOR PROFESSIONAL SERVICES. Orders of SAP Professional Services shall be governed by the terms and conditions available at <https://sap.com/agreement-services-support-professional-services-dpa>
 - B. SAP ORDERS FOR CLOUD SERVICES. Orders of SAP Cloud Services shall be governed by the terms and conditions available at <https://www.sap.com/about/trust-center/agreements.html>, including SAP GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES and Cloud Schedules referenced in an individual order
 - C. STATE OF UTAH NASPO VALUEPOINT MASTER AGREEMENT AR2472, as amended
 - D. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract

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4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Government Entity: State of Nevada	Contractor: Carahsoft Technology Corporation
Signature: <i>Kevin D. Doty</i>	Signature: <i>Colby Bender</i>
Name: <i>Kevin D. Doty</i>	Name: Colby Bender
Title: <i>Administrator</i>	Title: Contracts Team Lead
Date: <i>3/24/23</i>	Date: March 23, 2023

ATTACHMENT B
TERMS AND CONDITIONS
APPLICABLE TO SAP
ORDERS
REVISED 2023-03-21

1. SAP ORDERS

- 1.1. The Terms and Conditions included in this attachment are applicable only to orders placed under this contract for SAP products and services. Orders of SAP Cloud Services shall be governed by the terms and conditions available at <https://www.sap.com/about/trust-center/agreements.html>, including schedules incorporated in a specific Order .For SAP orders, these terms supersede the terms in *Attachment C, Contract for Services* as described herein.

2. ORDERS FOR SAP PROFESSIONAL SERVICES

2.1. TERMINATION WITHOUT CAUSE

- 2.1.1. This supersedes Attachment C, Contract for Services, Section 6.1, Termination Without Cause for SAP Professional Services Orders.
- 2.1.2. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. Either party may unilaterally terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Notice*, after mutually working through the governance process as described in the applicable SAP order. If this Contract is unilaterally terminated by the State, the parties shall mutually agree on cost to the State from the date of notice of termination to the effective date of termination.

2.2. WARRANTY

- 2.2.1. This supersedes Attachment C, Contract for Services, Section 22, General Warranty for SAP Professional Services orders.
- 2.2.2. Contractor warrants that (i) all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with SAP standards in the trade, profession, or industry; (ii) for Ninety (90) days from date of delivery of the Deliverables shall conform to or exceed the specifications set forth in the incorporated attachments for the applicable Deliverable; and (iii) shall be free of material defects. Provided Contractor or Customer has notified SAP within such ninety (90) day period of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option: re-perform the applicable Services or Deliverable; refund the fee paid for the specific non-conforming Service or Deliverable. This is Customer's sole and exclusive remedy for a warranty breach. This warranty shall not apply to Deliverables that have been previously accepted if the Deliverables are not used in accordance with any applicable documentation provided for such Deliverable or if the alleged warranty breach is caused by a modification to the Deliverable by Customer or a third-party.

3. ORDERS FOR SAP CLOUD SERVICES

- 3.1. SAP GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES and any Cloud Schedules identified in an order for SAP Cloud Services, incorporated by reference in *Statewide Contract Section 3.2* as part of Amendment 1, apply to orders for SAP Cloud Services.

3.2. TERMINATION WITHOUT CAUSE

- 3.2.1. This supersedes Attachment C, Contract for Services, Section 6.1, Termination Without Cause for SAP Cloud Services orders.
- 3.2.2. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties as set forth at section 6 of the SAP Cloud General Terms and Conditions.

3.3. LIMITED LIABILITY

- 3.3.1. This supersedes Attachment C, Contract for Services, Section 8, Limited Liability for SAP Cloud Services orders.
- 3.3.2. SAP's liability limitation will be as set forth at section 9 of the SAP Cloud General Terms and Conditions.
- 3.3.3. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach.

3.4. INDEMNIFICATION AND DEFENSE

- 3.4.1. This supersedes Attachment C, Contract for Services, Section 10, Indemnification and Defense for SAP Cloud Services orders.
- 3.4.2. Pursuant to NRS 333.339, the State will not, under any circumstances, indemnify another party against liability for damages. Specifically, section 8.2, Claims Brought Against SAP, of the SAP Cloud General Terms and Conditions does not apply.
- 3.4.3. Regardless of any terms to the contrary, SAP's obligations related to indemnification and defense of claims brought against Customer shall be as provided for in section 8 of the SAP Cloud General Terms and Conditions.

3.5. OWNERSHIP OF PROPRIETARY INFORMATION

- 3.5.1. This supersedes Attachment C, Contract for Services, Section 17, State Ownership of Proprietary Information for SAP Cloud Services orders.
- 3.5.2. Regardless of any terms to the contrary, SAP's obligations related to the intellectual property rights shall be as set forth in section 10 of the SAP Cloud General Terms and Conditions.

3.6. FEDERAL FUNDING AND APPLICABILITY OF LAWS.

- 3.6.1. SAP warrants to its current and continuing compliance with all laws and regulations applicable to it in connection with the operation of SAP's business as it relates to the Cloud Service. Notwithstanding anything to the contrary in the Contract (including Attachment A), the applicability of any other law to SAP or to the Cloud Services shall be explicitly agreed in writing at the time of subscription execution.

3.7. SAP WARRANTIES

- 3.7.1. This supersedes Attachment C, Contract for Services, Section 22, General Warranty for SAP Cloud Services orders.
- 3.7.2. Regardless of any terms to the contrary, warranties provided by SAP shall be as set forth in section 7 of the SAP Cloud General Terms and Conditions.